

CC: Judge Johnson  
Richard Kringer  
Cathy Davis  
Remdi Fische

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is hereby made effective the 17th day of **October, 2016**, between **Richard Kringer** Georgia (hereinafter referred to as "Contractor") and Newton County, a political subdivision of the State of Georgia (hereinafter referred to as "County") by which Contractor is engaged as an independent contractor.

- (1) **Services.** The Contractor agrees to provide the following services:

*Newton County Veterans Court Coordinator*

as described in detail in the Court Coordinator Scope of Work attached to this document.

- (2) **Term.**

This Agreement is effective as of the 17th day of **October, 2016**, and shall terminate on the **30th** day of **June, 2017**. The term of this Agreement may be reduced in the manner hereinafter set forth under Paragraph (5) entitled "Termination."

- (3) **Compensation.**

During the term of this Agreement, Contractor shall be compensated at an annual rate of **\$50,000.00** for the duration of this contract to be paid bi-weekly. The Contractor is to submit to the County a bi-monthly statement showing the dates and times worked, a brief description of the services provided, and the total number of hours worked. Contractor is to be compensated at a set amount. Contractor compensation is not linked to a maximum amount of workable hours. Contractor is required to fully comply with the directives of the Court, working under the direct supervision of the **Judge of the Newton County Veterans Court**. "Judge" Directives may include, among other things, work schedules, uncompensated overtime, and additional position responsibilities. The total compensation shall not exceed **\$50,000.00** for the period ending **June 30, 2017**, unless this Agreement is amended by written instrument.

- (4) **Independent Contractor Status.**

Contractor is engaged as an independent contractor and not as an employee of either Newton County or the Newton County Superior Court. Contractor is entitled to up to **ten** days sick leave, **three** days of personal leave, and **twenty** days pre-scheduled vacation time with contract pay during the grant cycle July 1, 2016 – June 30, 2017. Additional leave must be scheduled with the Judge and will be deducted from contract pay. Contractor is not entitled to participate in Newton County's health insurance program, pension plan, and/or other benefits provided to full-time employees of Newton County. As an independent contractor, Contractor is responsible for the payment of applicable social security and employment taxes. Contractor shall not be entitled to unemployment compensation upon termination of this Agreement or worker's compensation for any injuries sustained while performing the scope of work under this Agreement. Contractor shall provide his or her own transportation and pay all related expenses such as gasoline,

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maintenance, insurance, repairs, license fees, and ad valorem taxes, unless otherwise deemed reimbursable from other sources.

(5) **Termination.**

Termination for Convenience: With the consent of the Judge, Newton County may terminate this Agreement at any time for any reason (or no reason) upon fifteen (15) days prior written notice. As full compensation under this Agreement, Contractor shall be entitled to compensation earned prior to the date of the notice of termination plus one additional payment of the bi-monthly amount listed in Paragraph 3.

Termination for Cause: This Agreement may be terminated by Newton County immediately and without prior notice for any of the following:

- a) Contractor's failure to perform his or her duties in a competent manner, as determined by the Judge, in his sole discretion;
- b) Contractor's failure to perform the duties assigned, as determined by the Judge, in his sole discretion;
- c) Contractor is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonest, or any crime against children;
- d) Contractor violates any applicable duties of confidentiality;
- e) Contractor uses any illegal drug; or
- f) Contractor commits any act or acts that could reflect discredit on or bring disrepute to the County.

As full compensation under this Agreement, Contractor shall be entitled to compensation earned prior to the date of the for cause termination.

(6) **Integration and Modification.**

This Agreement represents the sole and entire agreement between the Contractor and the County and all offers, negotiations or agreements between the parties are merged herein.

No modification of the contract is binding unless it is in writing and signed by the parties hereto.

(7) Time is of the essence for this Agreement.

**(Signatures to follow on Page 3)**

• WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17  
day of November, 2016.

**Newton County**

**By:**

  
**Keith Ellis, Chairman**  
**Newton County Board of Commissioners**

**Contractor:**

  
**Richard Kringer**

## COORDINATOR SCOPE OF WORK NEWTON COUNTY VETERANS COURT

The Coordinator will work with the Newton County Veterans Court team in planning, coordinating and carrying out the day to day operations of the Court .

**Duties and Responsibilities:** These include, but are not limited to,

- Managing the daily operations of the program;
- Facilitating the orientation program for incoming participants, including distribution and explanation of the Participant Handbook and its contents;
- Providing leadership and direction over team staffing meetings in an effort to present a united front in court;
- Coordinating with treatment providers and supervision regarding participants' progress in the program, as well as additional treatment or supportive needs;
- Advocating for incentives and sanctions for program participants based on reports from treatment and supervision;
- Engaging in direct contact with participants on a regular basis and/or prior to each scheduled court appearance.

**Minimum Qualifications:** Bachelor's degree in social work or criminal justice. Good verbal and written communication skills. Applicant must pass a criminal background and credit history check.

**Compensation:** This is a contract position which is grant funded. Contractor is not entitled to participate in Newton County's health insurance program, pension plan, and/or other benefits provided to full-time employees of Newton County. Contractor shall be compensated on an annualized \$50,000.00 basis for the term of the grant.